

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 0 Of 15	
2. Amendment/Modification No. P00028		3. Effective Date 2004FEB13		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-AD TODD BURROWS (586)753-2490 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: BURROWST@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) SUPSHIP NEW ORLEANS 2300 GENERAL MEYER AVE NAVAL SUPPORT ACTIVITY, BLDG. 16 NEW ORLEANS, LA 70142-5700		Code N63124	
				SCD C PAS NONE ADP PT N63124			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) BOLLINGER / INCAT USA, L.L.C. 8365 HIGHWAY 308 LOCKPORT, LA. 70374-3954				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-02-C-T060	
TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		10B. Dated (See Item 13) 2002SEP27	
Code IUDC0		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AK NET INCREASE: \$494,753.00							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
KIND MOD CODE: G							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.							
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input checked="" type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agreement of the Parties							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
Contract Expiration Date: 2005DEC31							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) TOD MILLER MILLERT@TACOM.ARMY.MIL (586)574-8895			
15B. Contractor/Offeror (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2004FEB13	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-C-T060 MOD/AMD P00028	Page 1 of 15
Name of Offeror or Contractor: BOLLINGER / INCAT USA, L.L.C.		

SECTION A - SUPPLEMENTAL INFORMATION

- Modification P00028 is a bilateral letter contract modification is to establish a ceiling price for maintenance items.
- This letter contract modification constitutes a binding agreement and the terms and conditions set forth herein signify that it is the intention of the US Army Tank Automotive and Armament Command to execute a formal fixed price type contract modification. The modification is for the delivery of the supplies and the performance of the services set forth in the contract, upon the terms and conditions therein stated, that are incorporated in and made a part of the contract.
- The Contractor is directed to proceed immediately and to commence performance of work, and to pursue such work with all diligence to the end that the supplies may be delivered or the services performed within the time specified in the contract, or if no time is specified, at the earliest practicable date. The Contractor shall, in addition, obtain such approvals in respect of commitments hereunder as may be specified in the contract.
- In accordance with the clause entitled "Contract Definitization: you shall submit a proposal to the Government for the item and services covered by this letter. Your proposal shall be supported by a cost breakdown reflecting the factors outlined in the suggested format attached, and such other information as may be specified herein.
- CLIN 0012AA was increased from \$332,168.00 by \$244,438.00 to \$576,606.00.
- CLIN 0012AC was established in the amount of \$7,535.00.
- CLIN 0012AD was established in the amount of \$47,551.00.
- CLIN 0012AE was established in the amount of \$195,229.00.
- As a result of this contract the title of C.12.A.10 was changed from "Hull Cleaning and Painting" to "Hull Cleaning and Blasting."
- As a result of this modification C.12.A.12 was altered.
- As a result of this modification C.12.A.14 was altered.
- As a result of this modification C.12.A.17.1 was altered.
- As a result of this modification C.12.A.18.1 was altered.
- As a result of this modification C.12.C.1 - C.12.C.50 was added.
- Attachment 1 was added.
- All other terms and conditions remain in full force and effect.

*** END OF NARRATIVE A 030 ***

Name of Offeror or Contractor: BOLLINGER / INCAT USA, L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012AA	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES LINE ITEM</u></p> <p>NOUN: TSV MAINTENANCE ANNUAL PRON: P146P0402T PRON AMD: 06 ACRN: AK AMS CD: 65480446100</p> <p>Ceiling Price: \$1,153,211.00</p> <p>See section C.12.A.1-C.12.A.12.2, C.12.A.15-C.12.A.20.2, and C.12.C.2-C.12.C.50.</p> <p>CLIN 0013AA is funded at 50% of Ceiling Price \$1,153,211.00, to be fully funded upon definitization of the Firm Fixed Price.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 30-MAR-2004</p> <p>\$ 576,606.00</p>	1	LO		\$ 576,606.00
0012AC	<p><u>SSDG SPECIAL TOOLS</u></p> <p>NOUN: TSV GENERATOR TOOLS PRON: P146P0422T PRON AMD: 01 ACRN: AK AMS CD: 65480446100</p> <p>See section C.12.A.13</p> <p>CLIN 0012AC is funded at 50% of Ceiling Price of \$15,069.00, to be fully funded upon definitization of the Firm Fixed Price.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u></p>	1	LO		\$ 7,535.00

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-C-T060 MOD/AMD P00028	Page 3 of 15
--------------------	--	--------------

Name of Offeror or Contractor: BOLLINGER / INCAT USA, L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	001 1 30-SEP-2004 \$ 7,535.00				
0012AD	<u>SSDG ON-BOARD SPARES</u> NOUN: TSV GENERATOR SPARES PRON: P146P0412T PRON AMD: 01 ACRN: AK AMS CD: 65480446100 See section C.12.A.14 CLIN 0012AD is funded at 50% of Ceiling Price \$95,100.94, to be fully funded upon definitization of the Firm Fixed Price. (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 30-SEP-2004 \$ 47,551.00	1	LO		\$ 47,551.00
0012AE	<u>UNDERWATER HULL PAINTING</u> NOUN: TSV MAINTENANCE ANNUAL PRON: P146P0402T PRON AMD: 06 ACRN: AK AMS CD: 65480446100 See section C.12.C.1 CLIN 0012AE is funded at 50% of Ceiling Price \$390,458.00, to be fully funded upon definitization of the Firm Fixed Price. (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DLVR SCH PERF COMPL <u>REL CD</u> <u>QUANTITY</u> <u>DATE</u> 001 1 30-SEP-2004	1	LO		\$ 195,229.00

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN DAAE07-02-C-T060 **MOD/AMD** P00028

Page 4 of 15

Name of Offeror or Contractor: BOLLINGER / INCAT USA, L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	\$ 195,229.00				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-C-T060 MOD/AMD P00028	Page 5 of 15
Name of Offeror or Contractor: BOLLINGER / INCAT USA, L.L.C.		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C. 10. CARGO HANDLING SYSTEM (CHS)

1. BACKGROUND:

The Army currently leases a vessel, known as the Theater Support Vessel (TSV-1X), Spearhead as part of the Advanced Concept Technology Demonstration (ACTD). This high-speed catamaran is based on commercial technology with the capability of transporting 550 tons of cargo at speeds up to 40 knots. During this ACTD phase, the Army discovered that the cargo handling capabilities are not sufficient to meet the Armys needs. This vessel needs an integrated cargo delivery system that will enhance the rapid upload and download of palletized (463L), containerized, Container Roll-In/Roll-Out Platform (CROP)-based, rolling stock and air-based cargo to support the Armys mission. The desired system must be a true inter-modal, modular, lightweight distribution platform that can reduce the need for transportation assets (Material Handling Equipment (MHE)), while increasing the commonality of cargo distribution platforms.

2. REQUIREMENTS:

- a) The contractor shall design a CHS as described below.
- b) The contractor shall manufacture a CHS according to the requirements set forth below.
- c) The contractor shall install the approved CHS in the TSV-1X.
- d) The contractor shall provide all the necessary labor, material, supplies and facilities to design, manufacture and install a Container Handling System (CHS) as described below. The CHS shall:
 - i.) Incorporate an integrated means of handling 463L pallets, 20' ISO containers and rolling stock. This capability must be compatible with military air-based cargo handling systems, including the Crop Aircraft Interface Kit (CAIK) and the Flat rack Aircraft Interface Kit (FAIK). The CHS must be lightweight, easily removable/reversible, or can be stowed in the floor, to provide a cargo floor for loading both rolling and tracked vehicles. It must be self-sufficient to the extent that the 463 L pallets and 20'ISO containers can be loaded/off-loaded from the craft (TSV-1X), without any need for mobile cranes, forklifts, container handlers, etc.
 - ii.) Include inboard and outboard restraint rails, which limit lateral and vertical movements and lock assemblies to restrain fore and aft movement of the load.
 - iii.) Provide the means by which the fully loaded containers, 463L pallets and CROPs can be transferred onto the vessels cargo bay, without the use of mobile cranes, forklifts, and container handlers.
- e) The contractor shall provide all necessary installation instructions for all aspects of the CHS described above.
- f) The contractor shall provide all necessary operating instructions for all aspects of the CHS described above.
- g) The contractor shall provide all applicable load distribution criteria for CHS described above.
- h) The contractor shall provide detailed cost breakdowns for all major components of the complete CHS design. For example, depending upon the design selected, major components could include: loose ramp, quartering ramp, modular floor sections, rail sections, etc.

3. TEST REQUIREMENTS:

- a. The Contractor shall provide a self-sufficient CHS, as described above. The Government shall provide a flatbed truck or flatbed trailer, which are the required loading points and a 463L pallet and a loaded 20 ISO container for this testing. The contractor must demonstrate the cargo handling systems effectiveness prior to final acceptance by performing the following:
 - i.) Loading 20' ISO containers (loaded)/463L pallets and rolling cargo on-board the vessel from initial load point without use of MHE. When this loading process is completed with all of the cargo listed above, then record the time of the complete loading process.
 - ii.) Demonstrating the multi-directional movement of the cargo listed above.
 - iii.) Off-loading of the same combinations of cargo as above and record the time of completion.
- b. Successful completion of the testing described in this section is required for final acceptance of the CHS by the Government.

4. REQUIRED DELIVERY DATES/DELIVERABLES:

Start of Work Meeting-15 days after award

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-C-T060 MOD/AMD P00028	Page 6 of 15
--------------------	--	--------------

Name of Offeror or Contractor: BOLLINGER / INCAT USA, L.L.C.

Preliminary Design Review of the CHS--30 day after award.

Draft Test/Demonstration Plan- 30 days after award.

Delivery of completed CHS, location TBD---180 days after award.

Note: Installation location and vessel availability TBD, will be negotiated within this 180 days.

Final Test/Demo)---Within 2 days of completed installation. Test report within 30 days.

Installation Instructions (see 2(e))--180 days after award.

Operating Instructions (see 2(f))---180 days after award.

Load Distribution Criteria (see 2(g))--180 days after award.

Loading and Off-Loading Times for Cargo during Demonstration Report (see para. 3 above).

5. Government Furnished Property: The Government shall provide all equipment required for the initial load point demonstration.

6. DELIVERY: The Contractor shall complete all of the work described in this SOW, which includes the deliverables, and the design, manufacture, installation and testing of the CHS IAW para. 4.

C.11 T-FOIL AND INSTALLATION

- a) The contractor shall procure the necessary components, equipment and materials comprising the ride control center bow T-foil system.
- b) The contractor shall provide the labor, materials, supplies and facilities necessary to install, commission and test the center bow T-foil system.
- c) The contractor shall provide all necessary operating and maintenance instructions for the center bow T-foil system described above.
- d) The contractor shall demonstrate the performance of the center bow T-foil system and shall obtain Classification Society approvals as necessary.

C.12 TSV Maintenance

C.12.A TSV Annual Maintenance, Repair and Warranty

C.12.A.1 Fuel Tanks Cleaning, Inspection and Testing

C.12.A.1.1 The Contractor shall make removals a required to pump out all fuel and sludge from all main engine day tanks and long range fuel tanks. The Contractor shall then pump out all fuel and sludge from all main engine day tanks and long range fuel tanks. The Contractor shall properly dispose of all sludge and waste fuel in accordance with state and local laws. The Contractor shall provide temporary storage containers for removed fuel. The Contractor shall wipe down interior surfaces of main engine day tanks and long range fuel tanks thereby removing all fuel oil and sludge residue to lint free condition.

C.12.A.1.2 Upon satisfactory completion of fuel tank cleaning, a joint Government/Contractor inspection of all tanks shall be performed. The Contractor shall provide all labor and perform all required DNV inspections prior to return of fuel. Upon completion of all required inspections the Contractor shall notify the Government COR for final inspection and closure of each fuel tank.

C.12.A.1.3 The Contractor shall provide all labor, material, equipment and perform a 2 PSI air test on each fuel tank for 10 minutes in the presence of the COR. Upon satisfactory completion of air tests on each fuel tank, the Contractor shall return removed fuel to each tank and reinstall all removals.

C.12.A.1.4 All returned fuel shall pass through a 10 micron filter prior to entry into fuel tanks. The Contractor shall take a fuel sample and provide laboratory analysis for sediment and water content and provide report to COR.

C.12.A.1.5 The Contractor shall leave fuel tanks ready for service.

C.12.A.2 Stern Ramp Inspection and Repairs

C.12.A.2.1 The Contractor shall make removals a required and perform inspection of the entire stern ramp and ancillary systems. The Contractor shall replace all deteriorated hydraulic hoses and perform all required repairs for the proper operation of the stern ramp. The Contractor shall make all necessary repairs to the stern ramp to make it fully functional, which includes an allowance for replacement of approximately 50% of hydraulic pipes and cylinder bushings.

C.12.A.2.2 The Contractor shall provide all labor to perform all required DNV inspections.

C.12.A.2.3 Upon completion of all repairs and inspections, the Contractor shall operate the stern ramp. This is done to insure fit, form, and function. This operation shall consist of raising and lowering the stern ramp a minimum of 4 times in the presence of the COR. The Contractor shall furnish all labor, equipment, and supplies, and perform a load test for 30 minutes with the COR in attendance. Upon completion of all tests the Contractor shall leave the ramp ready for service.

C.12.A.2.4 Upon inspection by the Contractor and/or DNV, additional maintenance effort may be required that is above and beyond the effort stated in C.12.A.2.1, C.12.A.2.2, and C.12.A.2.3. If additional work is required, the Contractor shall coordinate and contact the COR and/or the PCO for direction.

C.12.A.3 Overhead Molding Replacements

C.12.A.3.1 The Contractor shall make removals and reinstallations as required to include replacement of damaged section of overhead molding adjacent to fire sprinkler access in forward PAX level port side. This is estimated to be approximately 10 linear feet. The Contractor shall furnish all labor, materials and equipment to perform repairs, as well as reinstall all removals.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-C-T060 MOD/AMD P00028	Page 7 of 15
Name of Offeror or Contractor: BOLLINGER / INCAT USA, L.L.C.		

C.12.A.4 PAX Seat Replacement

C.12.A.4.1 The Contractor shall make removals and reinstallations as required to replace the forward PAX level starboard side, second row, second seat. The Contractor shall furnish seat and all securements as required for proper installation.

C.12.A.5 Window Replacement

C.12.A.5.1 The Contractor shall make removals and reinstallations as required to replace the crew area port side aft passageway glass window that is broken located on mezzanine deck.

C.12.A.5.2 The Contractor shall furnish all sealants, fastening materials, and deteriorated weather stripping as required for proper installation of window.

C.12.A.5.3 Upon satisfactory completion of installation of new window the Contractor shall perform a water hose test, for 15 minutes, in the presence of the COR.

C.12.A.6 Freezer Inspection and Repairs

C.12.A.6.1 The Contractor shall provide labor, material, equipment to troubleshoot the refrigerant leak on pantry freezer. The Contractor shall provide a report listing all required repairs for proper operation of pantry freezer. The report shall list all labor, availability of material, and equipment. Based on this report the Government COR will direct any additional repairs to the freezer as noted in the report. The Contractor shall adjust the right hand door on the freezer for proper sealing, elimination of excessive ice buildup, and elimination of door jamming. The Contractor shall also modify existing shelving for proper installation to prevent movement during vessel operations.

C.12.A.6.2 Upon inspection by the Contractor additional maintenance effort may be required that is above and beyond the effort in Section C.12.A.6.1. If additional work is required, the Contractor shall coordinate and contact the COR and/or the PCO for direction.

C.12.A.6.3 Upon completion of all repairs the Contractor shall perform an eight (8) hour operational test of the pantry freezer in the presence of the COR to verify the repairs.

C.12.A.7 Vehicle Deck Fans Repair

C.12.A.7.1 The Contractor shall make removals and reinstallations as required to replace the vehicle deck fan's damper actuator rods. Upon completion of repairs the Contractor shall perform and operational test of the fans in the presence of the COR.

C.12.A.8 Fire Protection Panels Replacement

C.12.A.8.1 The Contractor shall make removals and reinstallations as required to replace defective and damaged overhead and bulkhead fire protection panels as designated by the COR.

C.12.A.8.2 The Contractor shall apply corrosion preventative compound to all bulkheads and overhead fire panels in the vehicle deck. The Contractor and the COR shall inspect the bulkhead and overhead fire protection panels. The panels to be replaced will be designated by the COR.

C.12.A.8.3 The Contractor shall provide all required materials for proper installation of panels and provide all mobile and fixed scaffolding as required for panels removal and reinstallation.

C.12.A.9 Miscellaneous Repairs

C.12.A.9.1 The Contractor shall replace the rail mounted to the exterior of hull near water line, port side aft mooring station pilot door.

C.12.A.9.2 The Contractor shall provide labor, material and equipment to straighten starboard side aft gate located on vehicle deck.

C.12.A.9.3 The Contractor shall replace one (1) orange cone aluminum stand located on vehicle deck, starboard side adjacent to fire door.

C.12.A.10 Hull Cleaning and Blasting

C.12.A.10.1 The Contractor shall furnish all equipment, material and labor to abrasively blast the exterior surfaces of the vessel hull to produce textured effect. The Contractor shall also abrasive blast all exterior surfaces of hull from top of established boot topping up to tier 2.

C.12.A.10.2 Prior to any blasting, the Contractor shall blank off and seal all hull openings, hatches, vents or other openings to the interior of the vessel to prevent entry of blasting material.

C.12.A.10.3 Prior to abrasive blasting, a joint Contractor/COR inspection of temporary coverings shall be conducted.

C.12.A.10.4 Upon completion of all abrasive blasting, the Contractor shall remove all traces of abrasive blast material from all areas of the vessel and perform touch up painting of boot topping. The Contractor shall also touch up, and feather in, all boot topping for a finished surface. The Contractor will perform a high-pressure wash of the vessel underwater surfaces. If additional work is required, the Contractor shall coordinate and contact the COR and/or the PCO for direction.

C.12.A.10.5 The Contractor shall strike in all vessel designation markings, draft lines, load lines, and Plimsol markings.

C.12.A.11 Warranty

C.12.A.11.1 The Contractor shall complete all bulk warranty items during the maintenance period of the vessel, if possible. If additional work is required, or the work does not fall under the warranty provisions, the Contractor shall contact and coordinate with the COR and/or the PCO for direction.

C.12.A.12 Job Card Training

C.12.A.12.1 The Contractor shall provide classroom, instructor, and all materials and conduct preventative maintenance (PM) job card

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-C-T060 MOD/AMD P00028	Page 8 of 15
Name of Offeror or Contractor: BOLLINGER / INCAT USA, L.L.C.		

task step training. Training shall include all lesson plans to enable student to understand, review, and perform task steps on PM job cards.

C.12.A.12.2 Classroom training shall be three (3) days and shall accommodate six (6) persons per class, each with computer access with computer's loaded with appropriate PM software. Training will be "hands-on" and interactive and will include training on how to update and upgrade the PM system. Upon completion of all training modules the Contractor shall provide all students one (1) hard copy of all lesson plan material and provide one (1) electronic copy to the COR.

C.12.A.13 Ship Service Diesel Generators (SSDG) Special Tools

C.12.A.13.1 The Contractor shall furnish all required manufacturers' special tools for the ship service diesel generators (engine and generator). Perform a joint Contractor and COR inventory of special tools. Provide one (1) hard copy and one (1) electronic copy of inventory results to the COR. Upon completion of inventory stow all tools aboard the vessel in an area designated by the COR.

C.12.A.14 Ship Service Diesel Generators On-Board Spares

C.12.A.14.1 Provide spares for all ship service diesel generator sets (engines and generators) as per the listing (Attachment 1). Perform a joint Contractor and COR inventory of all spares. Furnish one (1) hard copy and one (1) electronic copy of on-board spares list. Upon completion of inventory stow all spares on-board the vessel in an area designated by the COR.

C.12.A.15 Bridge Equipment Installation

C.12.A.15.1 Provide all labor, material and equipment to install one (1) new captain's chair in the vessel's bridge. All materials and installation shall be IAW DNV regulations. Perform a joint Contractor and COR operational test of captain's chair.

C.12.A.16 Non Skid Installation

C.12.A.16.1 The Contractor shall furnish all labor, material and equipment and install non skid on the decks of the port and starboard ante rooms, aft mezzanine, gangway, tool room/bos'n locker, port and starboard jet decks, bow and stern mooring stations.

C.12.A.17 Vessel Berthing

C.12.A.17.1 The Contractor shall berth the vessel at the Contractor's premises for the duration of the TSV-1X Maintenance effort, other than those periods when the vessel shall be dry-docked. The Contractor shall ensure that the vessel is appropriately moored and shall provide security, water, refuse disposal and other services as required.

C.12.A.17.2 The vessel was berthed on November 25, 2003 and is expected to remain berthed until March 1, 2004.

C.12.A.18 Vessel Dry-Docking

C.12.A.18.1 The Contractor shall, IF DIRECTED BY THE PCO, leave the vessel in dry-dock in order to complete the TSV-1X Maintenance effort. While the vessel is in dry-dock the Contractor shall be responsible for all security, shore power, water, refuse disposal and other services as required.

C.12.A.18.2 There is a one month period of dry dock included in Section C.10 for the Container Handling System (CHS). If additional work needs to be done during the dry docking period, the Contractor shall coordinate and contact the COR and/or the PCO for direction.

C.12.A.19 Project Review

C.12.A.19.1 The Contractor shall perform a review of the 310 items listed in the TACOM generated list. This review will involve a selection of individual trade groups such as electricians, welding/fabrication and fitout, as well as a number of external sub-contractors such as engine manufacturers, hydraulic supplier and air conditioning specialists. The review will attempt to determine which of the listed items are scheduled maintenance, warranty or overhaul/upgrade. The review is expected to take 7 days. During this period, the Contractor will provide regular written reports/updates on progress, including its proposed categorization of the listed items and the associated ceiling price ROM. Upon completion, the COR and/or the PCO will advise which items it would like undertaken.

C.12.A.20 Project Management

C.12.A.20.1 The Contractor will perform all project management services required to enable the smooth running of the TSV-1X Maintenance effort, in Hobart Tasmania, from November 25, 2003 through March 1, 2004. This will involve Incat personnel and sub-contractors directly charged both in technical management and commercial management. It will involve the management of labor and material resources to enable on-time completion of the TSV-1X Maintenance effort; accounting for all labor hours, material purchases and sub-contract costs; regular reporting to TACOM of progress including percentage complete; regular teleconferences with TACOM; daily liaison with the onsite COR; compilation of change orders, including impact on cost and/or schedule; final reporting with full details on justification of ceiling priced work items. The Contractor shall also ensure that all work performed is completed in accordance with Incat's QA regime and Section C.12 Scope of Work for TSV-1X Maintenance.

C.12.A.20.2 The Contractor shall prepare and submit a full report at completion of the TSV-1X Maintenance effort detailing all actions undertaken in regards to each work item. This report will include reports from sub-contractors as required.

C.12.B Growth Work Maintenance

C.12.B.1 The Contractor shall provide all labor and material for the TSV-1X, not exceeding a total value of \$100,000.00, to accomplish growth work during the TSV maintenance period for repairs.

C.12.B.2 Individual Work Task Authorization's (WTAs) under this modification shall not exceed a total labor and material cost of \$100,000.00 in total value.

C.12.B.3 In accordance with paragraph C.12.B.1, work ordered under this modification shall be agreed to and authorized only by the below listed Government and Contractor personnel.

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN DAAE07-02-C-T060 MOD/AMD P00028</p>	<p align="center">Page 9 of 15</p>
---	---	--

Name of Offeror or Contractor: BOLLINGER / INCAT USA, L.L.C.

Government: Mr. James Todt, Contracting Officer Representative and/or Marcia Czar, PCO
Contractor: Mr. Graham Perkins and/or Mr. Chris Bollinger

C.12.B.4 A listing will be submitted, by the Contracting Officer Representative, to the Procurement Contracting Officer biweekly, which will include a description of the growth work, date approved, and cost estimate. Upon final negotiations the listing will be incorporated into the contract, with a description of work and final negotiated cost. Upon incorporation, the Contractor shall then be able to submit invoices for payment.

C.12.B.5 Duplicate logs of all WTAs and a continuous accounting of expenditures for work authorized hereunder shall be jointly maintained by the Contractor and the Government.

C.12.B.6 All Growth Work for the TSV Maintenance effort includes basic maintenance for opening, inspection, and reporting. Upon inspection by the Contractor's Ship Surveyor and/or DNV, additional maintenance effort may be required that is above and beyond the TSV-1X Maintenance effort under Section C.12.A. If additional work is required, the Contractor shall contact the Cor and/or the PCO for direction.

C.12.B.7 A final report, inclusive of all work ordered under this change, shall be submitted by the Contractor. The final report, identified as such, shall be forwarded to Marcia Czar, PCO within 10 workdays of completion of the last work item authorized hereunder.

C.12.C Additional Maintenance Items

C.12.C.1 Underwater Hull Painting

C.12.C.1.1 Contractor shall undertake the painting of the underwater hulls with new anti-fouling paint. This work includes: the tenting (installation and removal) of the hull with tarpaulins for protection; preparation of hulls for primer application; removal of waste materials including environmental charge; scaffolding and cherry-picker hire; supply of International-sourced primer and silicon-based paint; application of primer and anti-foul paint to hulls; finishing of hulls including painting draft marks, etc.

C.12.C.2 Air Conditioning Review

C.12.C.2.2 Contractor shall undertake and perform a review of the vessel air-conditioning systems which will review all A/C arrangements on the vessel with specific reference to : investigation of insulated panels on windows; air flows to ceiling in pax area; air flows to gap between vehicle deck and superstructure; additional power requirements that may be required; A/C in ante-rooms. Furthermore, the Contractor shall provide a report to the COR along with recommendations of remedial work required and the cost involved.

C.12.C.3 Mechanical Review

C.12.C.3.1 The Contractor shall undertake and perform a review of the vessel mechanical systems which will include: oil storage systems; jet room ventilation; duplex fuel system requirements; air filters; purge fans; engine room fans. Furthermore, the Contractor shall provide a report to the COR along with recommendations of remedial work required and the cost involved.

C.12.C.4 Electrical Review

C.12.C.4.1 The Contractor shall undertake and perform a review of the vessel electrical/electronic systems which will include a review of switchboards, electrical loads, load sharing, electronic calibration settings, etc. Furthermore, the Contractor shall provide a report to the COR along with recommendations of remedial work required and the cost involved.

C.12.C.5 Water on anteroom deck - Contractor shall provide additional PVC drains that will be fabricated and fitted on the anteroom decks.

C.12.C.6 Heat Well Set - Contractor shall provide 1 x Hart Scientific Heat Well set.

C.12.C.7 ISIS Channels - Contractor shall perform calibration of ISIS exhaust temperature channels.

C.12.C.8 Safe Operating Mode - Contractor shall provide clarification.

C.12.C.9 ISIS Computer Error - Contractor shall find and rectify the ISIS computer error.

C.12.C.10 Clean & Service Generator windings - Contractor shall remove and replace generators and service windings. Contractor shall ensure that DNV acceptance is obtained and PM system is updated.

C.12.C.11 Generator Servicing - Contractor shall arrange for all four (4) generators to have a full 6000hr servicing, including sea water pumps, heat exchangers, cooling system, provisions of seawater repair kit and injector servicing.

C.12.C.12 Emergency Generator Day Tank - Contractor shall arrange for the emergency generator day tank to be cleaned.

C.12.C.13 Reserved

C.12.C.14 Forward Capstans - Contractor shall modify the forward capstan to allow for easier oil change procedures.

C.12.C.15 Aft Capstans - Contractor shall modify the aft capstan to allow for easier oil change procedures.

C.12.C.16 Jet Room Hoses - Contractor shall install check valves on applicable hoses to hydraulic oil cooler and leaves hoses connected.

C.12.C.17 Accumulator Pressure Test - Contractor shall check and adjust accumulator pressures.

C.12.C.18 Jet Bowl Torque Inspection - Contractor shall conduct an inspection of jet bowl torque and adjust where/if necessary.

C.12.C.19 Pump Servicing - Contractor shall conduct a service of all electric hydraulic pumps and heat exchangers related to the hydraulic systems.

C.12.C.20 Steering, Trim Tab and Bucket Ball Joints - Contractor shall undertake an inspection of all cylinder ball joints. No replacement parts are considered and if required the COR and/or PCO will be contacted.

C.12.C.21 Cristy Grey Mounts - Contractor shall arrange for an inspection and measurement of all Cristy Grey engine mounts. Contractor is not responsible for any replacement mounts. If additional work is required the Contractor shall contact and coordinate with the COR and/or PCO for direction.

C.12.C.22 Vulcan Coupling Measurement - Contractor shall undertake an inspection of the vulcan couplings and measure deflection. Contractor is not responsible for any parts associated with worn couplings. If additional work is required the Contractor shall contact and coordinate with the COR and/or PCO for direction.

C.12.C.23 Drawers on Bridge - Contractor shall fabricate and install a new set of drawers on the vessel bridge.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-C-T060 MOD/AMD P00028	Page 10 of 15
Name of Offeror or Contractor: BOLLINGER / INCAT USA, L.L.C.		

C.12.C.24 Glare from ISIS Monitors - Contractor shall undertake an inspection to ascertain solutions for reducing glare. Contractor shall report findings to the COR. If additional work is required the Contractor shall contact and coordinate with the COR and/or PCO for direction.

C.12.C.25 Bridge Door - Contractor shall undertake suitable repairs to the Bridge door.

C.12.C.26 Pax Fire Door - Contractor shall undertake suitable repairs to the Pax fire door magnetic release.

C.12.C.27 Overhead Panels (Fwd PAX stbd side) - Contractor shall undertake suitable repairs to the overhead panels in the forward passenger area, starboard side.

C.12.C.28 Fire Sprinkler Access Door - Contractor shall undertake suitable repairs to the warped fire sprinkler access panel door, forward pax port side.

C.12.C.29 Port Side Overhead Molding - Contractor shall undertake suitable repairs to the damaged overhead molding on forward pax port side, adjacent to smoke doors.

C.12.C.30 TCR Deck Covering - Contractor shall clean and repair the TCR deck covering.

C.12.C.31 Secure Lighting Plug Sockets - Contractor shall review and secure the light fixtures socket plugs in pax and crew areas.

C.12.C.32 Davit Cable - Contractor shall repair the broken workboat davit quick release handle on port side.

C.12.C.33 Heat Exchanger Servicing - Contractor shall service the reduction gears heat exchanger. Contractor shall update PM system as required.

C.12.C.34 Repairs & Replacements of Refrigeration System

C.12.C.34.1 Contractor shall undertake repairs of pantry and galley refrigeration and freezer units as appropriate, including (if required) the relocation of underbench compressors; removal and replacement of ceilings and SFP; cable relocation/connection including electrical; supply and installation of exhaust grill for upright galley units; plumbing modifications.

C.12.C.35 Oily Water Discharge - Contractor shall investigate oily water discharge piping to ascertain the reason for pressure in the system. Contractor shall report findings to the COR. If additional work is required the Contractor shall contact and coordinate with the COR and/or the PCO for direction.

C.12.C.36 Sounding Caps - Contractor shall replace damaged/worn sounding caps as appropriate and shall fabricate a protective covering to minimize future damage.

C.12.C.37 Stern Ramp Floodlights - Contractor shall replace two (2) internal lighting fixtures on the stern ramp flood lights.

C.12.C.38 Lighting Breaker Tripping - Contractor shall check and repair passenger maintained lights in vessel.

C.12.C.39 Dry Storage Door Closure Broken - Contractor shall supply and install a new door closing mechanism.

C.12.C.40 Galley Food Storage Racks - Contractor shall supply materials and labor to fabricate and install a new shelf on the bottom of existing dry goods storage area.

C.12.C.41 Crew Area Rear Sliding Door - Contractor shall supply four (4) sliding door seals and appropriate hardware and shall install same on rear fire door.

C.12.C.42 Crew Berthing Area Hot Water Cylinder Door - Contractor shall supply materials and door hardware as needed, and labor, to repair the broken hot water cylinder door.

C.12.C.43 Crew Berthing Stbd Shower Door Hole - Contractor shall patch the hole in door only.

C.12.C.44 Exterior Skirting Leaking - Contractor shall investigate and make minor repairs as necessary to fix any leaks in exterior skirting.

C.12.C.45 Deck Drains - Contractor will provide labor and sundry pvc piping to correct the fumes emanating from the deck drains.

C.12.C.46 Void Access Cover Gasket - Contractor shall provide materials required for the repair of the torn gasket on the vehicle deck void access cover.

C.12.C.47 Replace Stbd Inner Jet Gland - Contractor shall supply a new stern gland for stbd inner waterjet and shall replace existing gland.

C.12.C.48 Broken Toilet Seats - Contractor shall supply materials only to TACOM for repair of broken toilet seats.

C.12.C.49 Engineer Chair Broken - Contractor shall repair the damaged engineer's chair on the vessel bridge.

C.12.C.50 DNV Certification - Contractor shall arrange for DNV to provide updated Survey Certificates (HSC Declaration Periodic survey, Load line declaration, IOPP declaration, EO Class annual survey, deletion of CC004) and provide labor for all support and investigation work needed to support DNV. Contractor will also arrange for safety equipment and fire systems to be surveyed and renewed as appropriate. If additional work is required, the Contractor shall coordinate and contact the COR and/or the PCO for direction.

*** END OF NARRATIVE C 003 ***

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ ITEM MIPR		OBLG STAT/ JOB ORD NO		PRIOR AMOUNT		INCREASE/DECREASE AMOUNT		CUMULATIVE AMOUNT
0012AA	P146P0402T 65480446100	AK	1 4ZCW12	\$	332,168.00	\$	244,438.00	\$	576,606.00
0012AC	P146P0422T 65480446100	AK	1 4ZCW12	\$	0.00	\$	7,535.00	\$	7,535.00
0012AD	P146P0412T 65480446100	AK	1 4ZCW12	\$	0.00	\$	47,551.00	\$	47,551.00
0012AE	P146P0402T 65480446100	AK	1 4ZCW12	\$	0.00	\$	195,229.00	\$	195,229.00
NET CHANGE						\$	494,753.00		

SERVICE NAME	NET CHANGE BY ACRN	ACCOUNTING CLASSIFICATION				ACCOUNTING STATION	INCREASE/DECREASE AMOUNT
Army	AK	21	42040000041C1C09P654804255Y	S20113		W56HZV	\$ 494,753.00
NET CHANGE							\$ 494,753.00

		PRIOR AMOUNT OF AWARD		INCREASE/DECREASE AMOUNT		CUMULATIVE OBLIG AMT
NET CHANGE FOR AWARD:	\$	36,694,735.58	\$	494,753.00	\$	37,189,488.58

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-C-T060 MOD/AMD P00028	Page 12 of 15
Name of Offeror or Contractor: BOLLINGER / INCAT USA, L.L.C.		

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 CHANGED 52.216-24	LIMITATION OF GOVERNMENT LIABILITY		APR/1984
(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$2,573,350.00 dollars, for the Container Handling System (CHS).			
(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$2,573,350.00 dollars, for the Container Handling System (CHS).			
(c) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$926,921.00 dollars for the TSV-1X Maintenance effort Scope of Work in Section C.12.			
(d) The maximum amount for which the Government shall be liable if this contract is terminated is \$926,921.00 dollars for the TSV-1X Maintenance effort Scope of Work in Section C.12.			
(End of clause)			
I-2 CHANGED 52.216-25	CONTRACT DEFINITIZATION		OCT/1997
(a) A definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms and conditions. The Contractor agrees to submit a qualifying proposal and cost or pricing data supporting its proposal.			
(b) The schedule for definitizing this contract is:			
Contractor submission of proposal 60 days after award of modification			
Submission of make-or-buy plan N/A			
Submission of subcontracting plan N/A			
Commencement of negotiations 30 days after receipt of proposal			
Definitization of contract 180 days after award of modification for the TSV-1X Maintenance effort			
(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) above, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the DISPUTES clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the LIMITATION OF GOVERNMENT LIABILITY clause.			
(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by --			
(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);			
(ii) All clauses required by law as of the date of the Contracting Officer's determination; and			
(iii) Any other clauses, terms, and conditions mutually agreed upon.			
(2) To the extent consistent with subparagraph (c)(1) above, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.			
(End of Clause)			
I-3 CHANGED 252.217-7027	CONTRACT DEFINITIZATION		OCT/1998
(a) A firm-fixed price contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a fixed price proposal and cost or pricing data supporting its proposal.			

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-02-C-T060 MOD/AMD P00028	Page 13 of 15
Name of Offeror or Contractor: BOLLINGER / INCAT USA, L.L.C.		

(b) The schedule for definitizing this contract action is as follows:

Target Date for Definitization:	31 OCT 2002 for the Container Handling System (CHS) 28 JUN 2004 for the TSV-1X Maintenance Effort
Submission of Proposal:	14 OCT 2002 for the Container Handling System (CHS) 28 Feb 2004 for the TSV-1X Maintenance Effort
Beginning of Negotiations:	15 OCT 2002 for the Container Handling System (CHS) 28 MAR 2004 for the TSV-1X Maintenance Effort

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated firm fixed price in no event to exceed \$5,121,700.00, for the Container Handling System (CHS); and \$332,168.00 for the TSV-1X Maintenance Effort.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 14 of 15
	PIIN/SIIN DAAE07-02-C-T060	MOD/AMD P00028	
Name of Offeror or Contractor: BOLLINGER / INCAT USA, L.L.C.			

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 001	GENERATOR SPARES	30-JAN-2004	003	EMAIL